courts, one feature of which is that there must always be citation before hearing, even where the alleged contempt was committed in the presence of the court. *Boyd* v. *Glucklich* (C. C. A. 8th Cir.), 116 Fed. 131. Citing, upon the point last mentioned, *Ex parte Robinson*, 19 Wall. 505.

FIXTURES—REQUISITES—LAUNDRY MACHINERY.—To transmute chattels into realty, it must appear, first, that the chattels were actually annexed to the real estate or to something appurtenant thereto; second, that they were applied to the use or purpose to which that part of the realty to which they were connected was appropriated; third, that they were annexed with the intention to make a *permanent* accession to the freehold, though it is not necessary to make the annexation *perpetual;* it is sufficient if they are attached with the intention that they shall remain there until they are worn out in business. *Atlantic S. D. & T. Co.* v. *Atlantic City Laundry* (Ct. Chan. N. J.), 53 Atl. 212. Citing *Feder* v. *Van Winkle*, 53 N. J. Eq. 370, 51 Am. St. Rep. 328.

Pursuant to the foregoing, certain laundry machinery—the engine being bolted to a stone foundation, an ironing machine connected above to the shafting and below with the boiler, an "annihilator," "tumblers" and washing machines—were adjudged to pass with a mortgage of the real estate.

Green v. *Phillips*, 26 Gratt. 759, and *Shelton* v. *Ficklin*, 32 Gratt. 727, propound the general principle of which the principal case presents pertinent illustrations.

See 1 Va. Law Register, 626.

EASEMENTS—IN GROSS OR APPURTENANT—CONVEYANCE.—A written conveyance, under seal, from the owner of land to S. & E., conveying a strip of land to the latter for the purpose of building a spur track from the main stem of a railroad to the stone quarry, the stone and the right to mine it having been previously purchased from another by S. & E., and reserving the right to re-enter when S. & E. "get through using said road in working quarry," conveyed an easement which is appurtenant to the dominant estate of S. & E., and which passed to their successors in title in the quarry, although the conveyance of the strip contained no words of assignability. *Stovall* v. *Coggins Granite Co.* (Ga.), 42 S. E. 723.

Per Simmons, C. J:

"An easement in gross is a mere personal right in the land of another, while an easement appurtenant is an incorporeal right which is attached to and belong to some greater or superior right. In determining whether a right granted is appurtenant or in gross, courts must consider the terms of the grant, the nature of the right and the surrounding circumstances, giving effect as far as possible to the legally ascertained intention of the parties, but favoring always the construction of the grant as an easement appurtenant rather than of a right in gross." Citing *Karmuller* v. *Krotz*, 18 Iowa, 352; *Lide* v. *Hadley*, 36 Ala. 627, 76 Am. Dec. 338; *Hall* v. *Turner*, 110 N. C. 292.